

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

TWIN LAKES PLAZA, INC.,

Plaintiff,

v.

EAGLE WEST INSURANCE COMPANY,

Defendant.

No.:

NOTICE OF REMOVAL

Pursuant to 28 U.S.C. §§ 1441 and 1446, Defendant Eagle West Insurance Company (“Eagle West”) submits this Notice of Removal.

**I. BACKGROUND**

1. On July 1, 2022, Plaintiff Twin Lakes Plaza, LLC filed its Complaint in the action entitled *Twin Lakes Plaza, LLC v. Eagle West Insurance Company*, Washington State Superior Court, King County, Case No. 22-2-10190-3 KNT (the “State Court action”).

2. Eagle West received a copy of the Summons and Complaint on July 5, 2022.

3. This Notice of Removal is timely under 28 U.S.C. 1446(b) because it is being filed within 30 days after Eagle West’s receipt of the Complaint.<sup>1</sup>

<sup>1</sup> See 28 U.S.C. § 1446(b)(1) (permitting removal within 30 days after the defendant receives services of process); see also *Anderson v. State Farm Mut. Auto. Ins. Co.*, 917 F3d 1126, 1130 (9th Cir. 2019)

## II. JURISDICTION

4. Removal is proper because the State Court Action is one over which this Court has original jurisdiction based on diversity of citizenship pursuant to 28 U.S.C. § 1332(a).

5. Complete diversity exists because Plaintiff is a citizen of a different state than Eagle West.

6. Plaintiff is a Washington limited liability company whose members are all domiciled in the State of Washington. Plaintiff is therefore a citizen of the State of Washington for purposes of diversity jurisdiction.<sup>2</sup>

7. Eagle West is a corporation organized under California law with its principal place of business in Monterey, California. Eagle West is therefore a citizen of the State of California for purposes of diversity jurisdiction.<sup>3</sup>

8. The amount in controversy exceeds \$75,000 exclusive of interest and costs.

9. The State Court Action involves a dispute as to insurance coverage for fire damage to an apartment building. The Complaint alleges that Eagle West agreed to pay \$1,438,429 for the cost to repair the damage based on an estimate obtained by its consultant. Plaintiff alleges that it is entitled to \$2,157,721 for the same damage based on an estimate obtained by its own consultant. Plaintiff alleges that Eagle West's failure to pay the difference, \$719,292, constitutes a breach of contract. Thus, the amount in controversy is approximately \$719,292 based on Plaintiff's contractual claims alone.

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(holding that "the thirty-day removal clock under 28 U.S.C. § 1446(b)(1) does not begin upon service on and receipt by a statutorily designated agent and began in this case only when [the insurer] actually received [the insured's] complaint").

<sup>2</sup> See *Carden v. Arkoma Associates*, 494 U.S. 185 (1990) (holding that an unincorporated association is a citizen of every state in which its members are citizens); *Johnson v. Columbia Prop. Anchorage, LP*, 437 F.3d 894, 899 (9th Cir. 2006) (applying *Carden* to limited liability companies).

<sup>3</sup> 28 U.S.C. § 1332(c)(1); *Hertz Corp. v. Friend*, 559 U.S. 77 (2010).

10. In addition, however, Plaintiff also asserts various extra-contractual claims and alleges that “Eagle West owes Twin Lakes over \$1.5 million in contractual and extra contractual damages” combined. Accordingly, the amount in controversy is satisfied.

### III. VENUE AND ASSIGNMENT

11. Venue is proper in the United States District Court for the Western District of Washington because it is the district embracing King County, the location where the State Court Action is pending.<sup>4</sup>

12. Assignment is proper to the Seattle Division because Plaintiff filed its complaint in King County, Washington, and alleges that the causes of action arose in King County, Washington.<sup>5</sup>

### IV. STATE COURT PLEADINGS

13. In accordance with 28 U.S.C. § 1446(a) and LCR 101, a true and correct copy of the process, pleadings, and orders, as well as any additional records in the State Court Action are attached to this Notice.

14. In accordance with 28 U.S.C. § 1446(d), Eagle West will file in King County Superior Court a notice to Plaintiff and to the State Court Clerk of Removal to the U.S. District Court.

15. By filing this Notice, Eagle West does not waive, and expressly reserves, all rights, defenses, and objections of any nature that Eagle West may have against Plaintiff’s claims.

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<sup>4</sup> 28 U.S.C. § 1441(a); *see also Polizzi v. Cowles Magazines, Inc.*, 345 U.S. 663, 666 (1953).

<sup>5</sup> *See* LCR 3(e).

1 DATED: July 28, 2022

2 BULLIVANT HOUSER BAILEY PC

3  
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10 Attorneys for Defendant Eagle West Insurance  
11 Company

**CERTIFICATE OF SERVICE**

I hereby certify that on July 28, 2022, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF e-filing system which will send notification of such filing to the persons listed below:

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*Attorneys for Plaintiff*

Dated: July 28, 2022.

/s/ Kristin Anderson  
Kristin Anderson, Legal Assistant

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